

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 24.04.2016
	REFERENCE: RFP/2016-CHTDF05

Dear Sir / Madam:

We kindly request you to submit your Proposal for **“Technical assistance by individual firm/organization for conducting perception survey to assess the effectiveness of services provided by various institutions in the Chittagong Hill Tracts (Re-advertisement; those who applied earlier - need not apply again)”**

Please be guided by the form attached hereto as Annex 1, in preparing your Proposal.

Proposals shall be submitted on or **before 4.30 p.m.** (local time) on **Saturday, May 07, 2016** and to the address below:

**CHTDF, UNDP Office
Rajbari Road, Rangamati**

Attention to: Operations Manager

Your Proposal must be expressed in the English language and valid for a minimum period of 90 days. **The bidders must submit the Technical and Financial proposal in two separate sealed envelopes clearly marked on the envelope either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL” and the 2(two) envelopes shall then be sealed in an outer envelope bearing RFP Reference, Subject, the address of UNDP, Proposer’s name and address. It must be taken care that the Technical proposal must not mention any information related to financial proposal, otherwise the submission will be rejected.**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ratan Khisha
Operations Manager
CHTDF, UNDP

Description of Requirements

Context of the Requirement	Technical assistance by Individual firm/organization for conducting perception survey to evaluate the effectiveness of the services provided by various institutions in the CHT.
Implementing Partner of UNDP	UNDP Bangladesh
Brief Description of the Required Services ¹	<p>The Chittagong Hill Tracts (CHT), located in the south-eastern corner of Bangladesh with an area of 13,344 square kilometers and the estimated population of about 1.58 million , is one of the most diverse regions of the country in terms of geography, ethnicity, culture and tradition of the peoples. The CHT consists of three districts: Bandarban, Khagrachari and Rangamati and is home to 11 distinctive indigenous/tribal groups and Bengalis. Each group retains a unique language, culture and tradition. The region remained largely outside the mainstream of development assistance for more than 25 years due to protracted conflict, which ended with the signing of the CHT Accord in December 1997 between the Government of Bangladesh (GoB) and Parbatya Chattagram Jana Sanghati Samiti (PCJSS). Relevant institutions (Ministry of CHT Affairs, Regional Council and Hill District Councils) have been established to support this process.</p> <p>The government administrative system in the Chittagong Hill Tracts is different from other parts of Bangladesh. A decentralized Local Government system is being followed, with responsibilities for the management of development activities delegated to the CHT Regional Council (CHTRC) for supervision and coordination and three Hill District Councils (HDCs). The Ministry of CHT Affairs (MoCHTA) is responsible for overseeing all activities in the CHT and approves the staffing for the CHTRC and three HDCs.</p> <p>As per the HDC Acts of 1989 (as amended after the 1997 CHT Accord), a total of 33 subjects/departments are supposed to be transferred from the different line Ministries to each of the three HDCs. Of these, over half have already been transferred, including health and education. The HDCs with their own funds or fund received from the Government of Bangladesh can formulate and implement development plans on the subjects/department transferred to them. The concerned Ministries, Divisions. Departments are expected to implement through the HDCs, all development works undertaken by the Government at the national level, on the subjects transferred to the HDCs.</p> <p>Besides the decentralized Local Government system, the national general administrative system does exist; this is part of central government and in the CHT includes the Office of the Deputy Commissioner, the Upazila Parishad (UzP), Union Parishad (UP) and Poursava. However, efforts are made to transfer UzP and UP in the CHT, under the decentralized CHT government system.</p> <p>The CHT also practices a traditional system of administration, alongside the central and decentralized Local Government systems, based on customs and practices of the indigenous/tribal peoples. The CHT Regulation of 1900 (Act No. I of 1900) constituted three administrative Circles in the Chittagong Hill Tracts (Mong, Chakma and Bohmong) each with their own Chief or Raja. The administrative areas of the Mong, Chakma and Bohmong Chiefs broadly correspond to the decentralized Local Government administrative areas of Khagrachari, Rangamati and Bandarban Hill Districts. The Circle Chiefs are advisers to their relevant HDC and are also engaged in other formal governance networks. Headmen lead the Mouza (covering several villages) and are appointed by the Deputy Commissioners on recommendation from the Circle Chiefs, and Karbaris (village head) are appointed by the Circle Chiefs to lead a village/para.</p> <p>UNDP through its' CHT Development Facility (CHTDF) provided support to the CHTRC, three HDCs and three Circles Offices to develop their own long-term strategic visions and goals in accordance with the CHT Accord. These institutions, with support from CHTDF,</p>

¹A detailed TOR is attached as Annex 3.

	developed and implemented their multi-year capacity development plan and strengthened capacity through technical, logistical and financial assistance from CHTDF to provide local services as per the CHT Accord. Furthermore, Upazila Parishads and Union Parishads were supported in terms of logistic, capacity development, development coordination and human resources for implementing Millennium Development Goal (MDG) acceleration activities by engaging local communities in the planning process. Furthermore, HDCs with support from CHTDF, implemented health, education, agriculture and MDG acceleration actions to ensure services for the local communities in the CHT.
--	--

List and Description of Expected Outputs to be Delivered	AS PER TOR			
Person to Supervise the Work/Performance of the Service Provider	Programme Coordinator, CHTDF, UNDP			
Frequency of Reporting	<i>As specified in the ToR</i>			
Progress Reporting Requirements	<i>As specified in the ToR</i>			
Location of work	<i>As specified in the ToR</i>			
Expected duration of work	3 months.			
Target start date	15 May 2016			
Latest completion date	14 August 2016			
Travels Expected	<input checked="" type="checkbox"/> As per the ToR			
Special Security Requirements	<input type="checkbox"/> Not applicable			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required (Team members of this survey)			
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (BDT)			
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms ³	Deliverables	# of deliverables	Tentative time line	% of Payment

²VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<p>Deliverable-1: <u>Inception report</u> that includes the detailed methodology of the assessment, proposed sources of data, data collection procedures, stakeholders to be met, and detailed field work plan, approved by the CHTDF. The format of the draft report should be shared along with the inception report.</p> <p>a) <u>Data collection instruments:</u> Submit final survey questionnaire and tools both in English and Bengali to CHTDF (after incorporating feedback from CHTDF)</p>	1 inception report and 2 set of questionnaire (English-1, Bengali-1)	Within 20 days of contract commencement	30% of the contract value
	<p>Deliverable-2: <u>Draft Report:</u> The contracted firm/organization will submit the draft report to CHTDF for feedback, detailing the findings of the survey, and presentation of the findings of the survey to CHTDF, donors, partners and relevant stakeholders after submission of the draft report.</p>	1	Within 2 months of contract commencement	40% of the contract value
	<p>Deliverable-3: <u>Final report and complete clean data files:</u> The contracted firm/organization will submit both hard and soft copy of the final report reflecting CHTDF's feedback on the draft report. The contracted agency will also submit the complete cleaned data file(s) in SPSS/suitable statistical package format, including variables labeled in English.</p>	Validation Workshop of the study findings at district level-1 Final study report-1 and Database for the study	Within 3 months, end of the contract period	30% of the contract value
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Coordinator, CHTDF, UNDP			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Contract for Institutional Services <input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><u>Minimum Eligibility Criterion:</u></p> <ul style="list-style-type: none"> The technical firm/organization with at least 5 years demonstrated high level of expertise and experiences on conducting research/ survey focused on governance for international organizations or United Nations Organization with minimum 2 years of experience on similar type of perception survey/research to assess the services of Local Government Institutions. 			

- Bidder must have Government registration to carry out the activities.

Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".

Proposals meeting the eligibility criterion mentioned above will be considered for technical evaluation as per the criteria mentioned below:

Technical Proposal (70%)

- ☒ Qualification and experience of the organization/firm
- ☒ Adequacy and comprehensiveness of the proposal (concept, approach, methodology, work plan)
- ☒ Qualifications and competence of the key staffs for the Assignment

BASIS OF TECHNICAL EVALUATION

Criteria	Weight	Max. Points
Technical	700	
• Qualification and experience of the organization/firm	300	
• Adequacy and comprehensiveness of the proposal (concept, approach, methodology, work plan)	400	
Financial	300	
Total	1000	

	Technical Proposal Evaluation (Form 1)	Points obtainable
1	Qualification and experience of the organization/firm	
1.1	Background information of the organization/firm	50
1.2	Financial strength of the organization/firm	50
1.3	Expertise and experiences on conducting research/ survey focused on governance for international organizations or United Nations	75
1.4	Experiences of conducting perception survey survey/research	75
1.5	Experience in governance specially working with the local government institutions	30
1.6	Experience in the area of survey for using research and analysis for strategic advocacy with Local Government institutions as service providing organization	20
Total		300

	Technical Proposal Evaluation (Form 2)	Points Obtainable
2	Adequacy and comprehensiveness of the proposal (concept, approach, methodology, work plan)	
2.1	Practicality and appropriateness of the proposed methodology related to the context of the service	150
2.2	Planning, appropriateness of the implementation schedule to the assignment timelines (realistic timeline to complete the assignments required)	100
2.3	Project quality assurance measures	100
2.4	Qualifications and competence of the key staffs for the Assignment	50
		400

Financial Proposal (30%)

	<p>In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:</p> <p>Rating the Technical Proposal (TP): TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p>Rating the Financial Proposal (FP): FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p>Total Combined Score: (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) =Total Combined and Final Rating of the Proposal</p> <p>The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors :
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 1) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 2)⁵ <input checked="" type="checkbox"/> Detailed TOR Annex 3 <input type="checkbox"/> Others ⁶
Contact Person for Inquiries (Written inquiries only) ⁷	<p>Protul Dewan Procurement Associate CHTDF, UNDP</p> <p>Email: protul.dewan@undp.org Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 3 days before the submission date</p> <p>"Queries on RFP/2016-CHTDF05"</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<ul style="list-style-type: none"> A pre-bid meeting will be held on Wednesday 27 April 2016 at 10:30 am at Meeting Room, UNDP, IDB Bhaban, 18th Floor, Agargaon, Dhaka. All interested Organizations/firms are requested to participate at the meeting. Maximum two (2) participants from each organization are allowed.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 1

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸ (This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Management structure and qualifications of key personnel

If required by the RFP, the Service Provider must provide :

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- CVs demonstrating qualifications must be submitted if required by the RFP; and
- Written confirmation from each personnel that they are available for the entire duration of the contract.

C. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

*This shall be the basis of the payment tranches

D. Cost Breakdown by Cost Component:

⁸This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Note: The above one is a suggested template for submitting Financial Offer. However, the proposers may submit the Financial Proposal based on their own consideration regarding the all cost components to accomplish the entire task of the TOR.

*[Name and Signature of the Service Provider's Authorized Person]
[Designation]*

[Date]

Annex 2

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then

obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Annex 3

Technical assistance by individual firm/organization for conducting perception survey to assess the effectiveness of services provided by various institutions in the Chittagong Hill Tracts

I. Background

The Chittagong Hill Tracts (CHT), located in the south-eastern corner of Bangladesh with an area of 13,344 square kilometers and the estimated population of about 1.58 million¹⁰, is one of the most diverse regions of the country in terms of geography, ethnicity, culture and tradition of the peoples. The CHT consists of three districts: Bandarban, Khagrachari and Rangamati and is home to 11 distinctive indigenous/tribal groups and Bengalis. Each group retains a unique language, culture and tradition. The region remained largely outside the mainstream of development assistance for more than 25 years due to protracted conflict, which ended with the signing of the CHT Accord in December 1997 between the Government of Bangladesh (GoB) and Parbatya Chattagram Jana Sanghati Samiti (PCJSS). Relevant institutions (Ministry of CHT Affairs, Regional Council and Hill District Councils) have been established to support this process.

The government administrative system in the Chittagong Hill Tracts is different from other parts of Bangladesh. A decentralized Local Government system is being followed, with responsibilities for the management of development activities delegated to the CHT Regional Council (CHTRC) for supervision and coordination and three Hill District Councils (HDCs). The Ministry of CHT Affairs (MoCHTA) is responsible for overseeing all activities in the CHT and approves the staffing for the CHTRC and three HDCs.

As per the HDC Acts of 1989 (as amended after the 1997 CHT Accord), a total of 33 subjects/departments are supposed to be transferred from the different line Ministries to each of the three HDCs. Of these, over half have already been transferred, including health and education. The HDCs with their own funds or fund received from the Government of Bangladesh can formulate and implement development plans on the subjects/department transferred to them. The concerned Ministries, Divisions. Departments are expected to implement through the HDCs, all development works undertaken by the Government at the national level, on the subjects transferred to the HDCs.

Besides the decentralized Local Government system, the national general administrative system does exist; this is part of central government and in the CHT includes the Office of the Deputy Commissioner, the Upazila Parishad (UzP), Union Parishad (UP) and Pourasava. However, efforts are made to transfer UzP and UP in the CHT, under the decentralized CHT government system.

The CHT also practices a traditional system of administration, alongside the central and decentralized Local Government systems, based on customs and practices of the indigenous/tribal peoples. The CHT Regulation of 1900 (Act No. I of 1900) constituted three administrative Circles in the Chittagong Hill Tracts (Mong, Chakma and Bohmong) each with their own Chief or Raja. The administrative areas of the Mong, Chakma and Bohmong Chiefs broadly correspond to the decentralized Local Government administrative areas of Khagrachari, Rangamati and Bandarban Hill Districts. The Circle Chiefs are advisers to their relevant HDC and are also engaged in other formal governance networks. Headmen lead the Mouza (covering several villages) and are appointed by the Deputy Commissioners on recommendation from the Circle Chiefs, and Karbaris (village head) are appointed by the Circle Chiefs to lead a village/para.

UNDP through its' CHT Development Facility (CHTDF) provided support to the CHTRC, three HDCs and three Circles Offices to develop their own long-term strategic visions and goals in accordance with the CHT Accord. These institutions, with support from CHTDF, developed and implemented their multi-year capacity development plan and strengthened capacity through technical, logistical and financial assistance from CHTDF to provide local services as per the CHT Accord. Furthermore, Upazila Parishads and Union Parishads were supported in terms of logistic, capacity development, development coordination and human resources for implementing Millennium Development Goal (MDG) acceleration activities by engaging local communities in the planning process. Furthermore, HDCs with support from CHTDF, implemented health, education, agriculture and MDG acceleration actions to ensure services for the local communities in the CHT.

II. Objectives of the survey

¹⁰ Bangladesh Population and Housing Census, 2011

The overall objective of the perception survey is to explore how local people perceive and value services provided by different CHT Institutions (CHTIs)¹¹ and Local Government Institutions (LGIs)¹², and to assess the effectiveness of the services provided so far by CHT Institutions and LGIs as per their respective directive.

Specific objectives of the survey

The specific objectives of the survey are;

- Obtaining peoples' feedback on the adequacy and quality of public services provided by CHTIs and LGIs;
- Prompting/drawing information about peoples participation in decision making process of various CHTIs and LGIs;
- Determining the level of awareness of peoples on their mutual rights and local government officials on their responsibilities for services;
- Assessing the effectiveness of the services provided by above-mentioned CHTIs and LGIs.

The survey should also derive recommendations that would be of use to the projects for planning future activities and promoting dialogue with and between stakeholders to achieve better results in the future.

Scope of Work

The perception survey will be covered on the major functionaries of the CHTIs and LGIs to emphasize on the basic health, primary education, agriculture including other key services provided by CHTIs and LGIs. The contracted firm/organization is expected to coordinate its activities with CHTDF field offices in the CHT during survey implementation. The contracted firm/organization will work in the three hill districts namely Bandarban, Khagrachari and Rangamati and ensure close consultation and collaboration with **CHTRC and HDC's during implementation of survey activities including designing the survey methodology and questionnaires and other data collection instruments for the survey**. Under the direct supervision of the Team Leader of Gender and Local Confidence Building and in close consultation with the Cluster Leader-Policy Advocacy and Programme Coordinator of CHTDF, the contacted firm/organization will perform the following tasks:

- Identifying and proposing a detailed methodology, based on national good practices, for conducting this people's perception survey and study of results;
- Designing questionnaires in consultations with CHTDF for conducting the survey on the basis of CHTRC, HDCs, UzP and UPs in delivering their services;
- Reviewing of legal provisions and mandates related to the role of CHTRC, HDC, UzP and UPs in delivering services;
- Acquiring perceptions of the responsiveness of CHTRC, HDCs, UzP and UPs in regards to peoples' priority service needs;
- Prompting opinions of the ability of CHTRC, HDC, UzP and UPs to effectively represent them and the degree to which representative bodies are held accountable for their decisions and the services that they provide
- Obtaining perceptions of the capacity of CHTRC, HDC, UzP and UPs to effectively carry out their duties;
- Exploring, reflecting and identifying areas and options for actions whereby local governments could contribute to improve service effectiveness
- Reviewing the transparency and accountability measures undertaken by the surveyed institutions making financial information public considering Access to Information Act.

The above mentioned tasks will also include gathering of relevant documents, desk reviews of CHTIs and LGIs and facilitating and conducting meetings and workshops with relevant local government institutions (CHTRC, 3HDCs, Upazila Parishads and Union Parishads) and stakeholders at District, Upazila and Union level in CHT.

III. Methodology

The interested firm/organization will present the methodology in their technical proposal that suits best for the survey. Both quantitative and qualitative methods are expected to consider in the survey. There are 121 Union Parishads and 26 Upazila Parishads (for list, please see attached the Annex) in three districts of CHT. Considering the overall local context of CHT, the interested firm/organization is expected to provide a minimum but statistically significant sample size for the quantitative survey. Similarly, for qualitative information, the interested firm/organization is requested to propose in their proposals.

¹¹ Chittagong Hill Tracts Regional Council and three Hill District Councils

¹² Local Government Institutions (Upazila Parishads and Union Parishads)

In the technical proposal, the firm/organization is also expected to include the number of Upazilas, Unions and villages under each union with determined sample size where the survey activities are to be carried out.

Survey should provide data as per gender, district and institutions (HDCs, CHTRC, Upazila Parishads and Union Parishads) and allow comparison between different types of services.

IV. Deliverables

The following are the deliverables from this contract:

Deliverables	# of deliverables	Tentative time line	% of Payment
Deliverable-1: Inception report that includes the detailed methodology of the assessment, proposed sources of data, data collection procedures, stakeholders to be met, and detailed field work plan, approved by the CHTDF. The format of the draft report should be shared along with the inception report. b) Data collection instruments: Submit final survey questionnaire and tools both in English and Bengali to CHTDF (after incorporating feedback from CHTDF)	1 inception report and 2 set of questionnaire (English-1, Bengali-1)	Within 20 days of contract commencement	30% of the contract value
Deliverable-2: Draft Report: The contracted firm/organization will submit the draft report to CHTDF for feedback, detailing the findings of the survey, and presentation of the findings of the survey to CHTDF, donors, partners and relevant stakeholders after submission of the draft report.	1	Within 2 months of contract commencement	40% of the contract value
Deliverable-3: Final report and complete clean data files: The contracted firm/organization will submit both hard and soft copy of the final report reflecting CHTDF's feedback on the draft report. The contracted agency will also submit the complete cleaned data file(s) in SPSS/suitable statistical package format, including variables labeled in English.	Validation Workshop of the study findings at district level-1 Final study report-1 and Database for the study	Within 3 months, end of the contract period	30% of the contract value

V. Period of Assignment

Duration of the assignment is for a maximum of 3 months starting from the signing of the contract.

VI. Inputs

From CHTDF

- CHTDF will provide a letter of introduction to the contracted organization and facilitate access to different institutions in the CHT when possible or practical. However, the service provider would ultimately be responsible for obtaining access to relevant government information. CHTDF will bear all financial cost involved with conducting the mentioned works under the deliverables.
- CHTDF will assist the contracted firm/organization in organizing the meetings, workshops and liaising with relevant stakeholders, however will not be able to provide working space in its offices.

From the Service Provider

- All other inputs for carrying out the assignment e.g. design survey methodology, engaging necessary human resources, travel, workshops, FGDs, meetings and any other cost need to be borne by the consulting organization/ institution.

VII. Requirements for Experience and Competencies

The survey team is expected to consist of 3 (three) members (**Team Leader**- who have adequate relevant experience in managing similar type of research study/survey and excellent report writing, **Local Government Expert**, and **Statistical Processing and Analysis Expert**). All the survey team members are expected to be Bangladeshi nationals. CV of the key team members containing their experience on relevant issues must be submitted with detailed proposal.

The key qualifications of the contracted firm/organization are as follows:

Team Leader

- At least Master's Degree or equivalent level (PhD would be preferred) in one of the following fields: Economics, Development Economics, Development Studies, Sociology, Anthropology, or relevant Social Sciences with at least 15 years' experience;
- Past experience as a Team Leader in similar assignment(s);
- Experience in results-based monitoring and evaluation techniques;
- Demonstrated analytical ability and excellent report writing skills;
- Prior experience working with the UN is an added advantage;
- Demonstrated knowledge of indigenous/tribal people's rights and policy issues is an advantage;
- Prior research experience in the CHT region is highly desirable.

Competencies of the agency/research firm:

- The technical firm/ organization with at least 5 years demonstrated high level of expertise and experiences on conducting research/ survey focused on governance for national and international organizations.
- Organization with minimum 2 years of experience on similar type of perception survey/research to assess the services of Local Government Institutions.
- Prior experience in governance specially working with the local government institutions or service delivery mechanism is required.
- Prior experience in using research and analysis for strategic advocacy with Local Government institutions as service providing organization are desirable.
- The firm/organization should have wider network experiences with the civil society organizations, development organizations and the GOB.
- Previous research experience in CHT will be considered an asset.
- The proposed team members should have in-depth knowledge and ability to analyze the situation, context, public policies, administration and services, development agendas, of the GOB for the CHT.
- The proposed team members should have excellent English writing skills and capacity to provide high quality reports in a professional and timely manner.
- Sound statistical data processing and analytical skills, with results interpretation and excellent survey report writing skills.
- Expertise in providing comprehensive training to staff on administering data collection, quality control of data and data entry.